

AGREEMENT

CAPE COD VILLAGE CLUB, INC. AND BELDEN PROPERTY SERVICES, LLC

This agreement between Cape Cod Village Club, Inc. (hereinafter known as the Club) and Belden Property Services, LLC (hereinafter known as the Contractor) covers the period July 1, 2017 to June 30, 2020. The terms and conditions for services and compensation related thereto are as follows:

1. **LAWNS:** Contractor shall:
 - A) Maintain lawns on Club property and lawns around Club members' cottages at a height of approximately two inches,
 - B) Lawn Trimming includes weed-whacking around Club Property every 2 weeks.
 - C) Keep all properties free from leaves and debris throughout the year after minor storms (does not include major storms). Tree removal is not included in this contract
 - D) Rake and remove all leaves and pine needles, off all Club properties and members' properties in the spring and fall. If the Club has a location to dump all waste on club property, the trucking for all loads will be included. If removed from the Club property six dump truck loads of yard waste will be removed for free, Trucking will be \$55.00 per load plus dumping fees for loads 7 and up. The yard waste above does not include brush chipping, which will be an additional charge for chipper rental and labor to chip.
 - E) Coordinate with the Club Buildings and Grounds Committee to determine the overall level of maintenance required on roads, lawns and beaches.
2. **DOCKS:** Contractor will provide 35 hours of dock-related labor to the Club annually as scheduled with the Club Dock Committee. The 35 hours are included in the contract price. Additional dock related hours will be invoiced separately.
3. **BEACH:** Contractor shall remove chairs and picnic tables from storage, clean and place them on the beaches annually by mid-May and remove and store them in the Club storage building by mid-October and shall rake all beach areas weekly, and as needed, from mid-May through mid-September, unless otherwise requested by the Buildings and Grounds Committee.
4. **WATER SYSTEM:** Contractor shall activate the Club water system no later than mid-May and deactivate it in mid-October unless otherwise directed by the Board of Directors. Contractor shall flush the entire system at the beginning of the season, check for leaks, malfunctions and operating conditions during the time the system is operating. Upon consultation with the Board of Directors the Contractor will make necessary repairs to bring the system to proper operating condition. The Club shall be responsible for the cost of all parts and labor to make necessary repairs. Contractor shall drain and winterize the water system when it is taken out of operation in mid-October. Contractor shall take a daily chlorine test and perform all other mandated tests during the period the water system is in operation to ensure compliance with local, county and New York State Department of Health rules, regulations and laws. Labor for daily tests are included in the contract. Material and monthly testing and any other required testing is invoiced separately. An example of another required test would be if we had a leak and we were put under a boil water order.
5. **MEMBERS' COTTAGES:** Contractor shall open all members' cottages by de-winterizing the plumbing, inspecting the entire plumbing system for proper operation by mid-May and immediately reporting any problems to the respective cottage owner. In the event repairs are required, it is the responsibility of the owner to resolve the issue with the Contractor. In mid-October, Contractor shall drain and winterize the plumbing system in order to close each member's cottage for the winter. A cottage owner may make a reasonable request to change the opening and closing dates upon written notice to the Contractor. Contractor shall be responsible for all expenses related to a failure to properly winterize

each cottage. If, in the judgment of the Contractor, an accumulation of snow on the roof may cause a dangerous situation for property or persons, Contractor shall remove the snow at owner's expense unless instructed otherwise in writing by the owner. Contractor shall notify owners of any unusual conditions or circumstances related to their respective cottages and property, or the Club president of any similar problems with Club buildings and property. See attached Rate Schedule for added amenities to this contract and also Schedule of Current Amenities included in contract.

6. **CATCH BASINS AND STORM DRAINS:** Contractor shall inspect all catch basins monthly and also after rain storms. Contractor shall snake-out all storm drains once a year in October and report their conditions to the Buildings and Grounds Committee to determine if any uncontracted work needs to be performed.
7. **TRASH REMOVAL:** Contractor shall remove trash at each cottage on Wednesdays throughout the year and perform an additional pick-up on Saturdays from the last Saturday in June through the Saturday of Labor Day weekend. The member will be invoiced a per bag fee set by town prices. Weekly trash pickup includes household trash and recyclables. Large pick-ups of miscellaneous items, construction and demolition (C&D) will be billed separately to the homeowner.
8. **SNOWPLOWING:** Contractor shall plow & sand all Club roads including those to the Best and Korot cottages after each heavy snowfall to allow owners, fire trucks, and emergency vehicles access to cottages. Individual cottage driveways are excluded. Snow banks at the entrances to Club property shall be kept low to provide visibility when entering and leaving Club property. The annual amount paid to Contractor as set forth in Section 13 of this contract covers all normal snowplowing (based on average yearly snowfall of 65-70 inches) but excludes the need to rent heavy equipment or hire an outside contractor for extremely heavy snow removal. Such outside contractor must provide the Contractor with evidence of sufficient insurance to provide the appropriate service. If the yearly snowfall exceeds 80 inches, an additional charge will be invoiced at \$40.00 per inch for every inch over the 80 inches as posted at <https://www.wunderground.com/precipitation/us/vt/middlebury-state-ap-middlebu/05740>
9. **LABOR AND EQUIPMENT:** Contractor shall provide all appropriate labor, transportation, tools, and equipment to render all services and repairs as required under terms of this agreement and shall be responsible for maintenance and repairs of same. Contractor shall hire employees or subcontractors to perform services under terms of this agreement and shall only hire employees or subcontractors who have skills necessary to properly complete services and repairs. Contractor shall enforce discipline and order among all workers performing services on Club and members' property. Contractor shall be responsible, at his expense, to repair any damage done to Club property or members' cottages and property resulting from negligence of employees or subcontractors hired by Contractor.
10. **RELATIONSHIP OF PARTIES:** Services and repairs provided under terms of this agreement shall be performed by Contractor acting as an independent contractor, and all employees providing services and repairs shall be under the control and supervision of Contractor. The means and method of completing repairs and services shall be at the discretion of Contractor. At the request of Contractor, the Board of Directors will establish an expectation of what must be accomplished in a particular situation or project.
11. **AUTHORITY OF THE BOARD OF DIRECTORS:** The Board of Directors may appoint representatives or Club members to monitor services and repairs performed by Contractor. Appointees have authority to give approval and to make decisions to the extent necessary for the orderly and expeditious completion of services and repairs but, have no authority to amend any terms of this agreement. The Board of Directors will notify Contractor in writing of all such appointments. If contractor is unable to fulfill responsibilities under terms of this contract, the Board of Directors shall determine an appropriate reduction in compensation. Mike Rizza and Ted Hodecker are the appointed representatives for this three-year contract period.

12. **INSURANCE:** Contractor warrants that all workers employed in, about, or upon Club and members' property are covered by all appropriate forms of insurance and shall furnish to the Club a Certificate of Insurance specifying the names of insurers, policy numbers and expiration dates establishing that such insurance has been procured and is currently in effect. For the contract period, Contractor shall maintain insurance coverage from reputable insurance companies licensed to do business in the State of New York as follows: General Liability, Automobile Liability, Workers Compensation and Employers' Liability in not less than the amounts stated in the Certificate of Liability Insurance dated January 18, 2014, copy attached, provided to the Club by Upstate Agency LLC, 93 Riverside Drive, P.O. Box 138, Chestertown, NY 12817

13. **COMPENSATION:** The Club shall pay Contractor an annual amount of:
2017-2018, \$40,065.00 plus sales tax (total \$42,869.55.)
2018-2019. \$41,653.45 plus sales tax (total \$44,569.20)
2019-2020. \$43,272.05 plus sales tax (total \$46,301.04)
for all services rendered under terms of this agreement including snowplowing as specified in section 8 of this agreement.
The schedule of payments by the 15th of each month shall be:
\$3,338.75 plus sales tax (total \$3572.46), July 2017 through June 2018.
\$3,471.12 plus sales tax (total \$3714.10), July 2018 through June 2019,
\$3,606.00 plus sales tax (total \$3858.42), July 2019 through June 2020.
There will be no additional compensation for an increase in the price of fuel.
* See attached schedule for yearly changes.

14. **RENEWAL OF THIS AGREEMENT:** This will be a 3-year contract (2017-2018, 2018-2019, & 2019-2020). Contract to be reviewed between June 1st & August 31st of the contract years to discuss any minor changes and adjustments needed to account for amenities that have been added or deleted. Contract amounts do not include future adjustments to members cottages, however they do include changes prior to July of 2017. The contractor will be notified by April 30, 2020 whether a new contract will be put in place. Negotiations of a renewal three-year contract will take place from May 1, 2020 thru June 30, 2020. If both parties have not agreed on terms of a new contract by July 1, 2020 the present contract will be extended with the 3% yearly increase until the terms of a new contract are negotiated.

15. **TERMINATION OF THIS AGREEMENT:** If Contractor fails to perform services on a timely or quality basis, such as, but not limited to: failure to provide sufficient skilled workers, tools or equipment to complete repairs and services, water testing as required by the New York State Department of Health or violates any provision of this agreement, and fails to correct the situations within ten (10) days of written notice given by the Board of Directors, the Board may cancel this agreement on sixty (60) days written notice to Contractor. This agreement may also be terminated for cause by either party on sixty (60) days written notice delivered in person or by registered mail to the Contractor or the Club President.

16. **NEW YORK STATE LAW:** The terms of this agreement are governed by the laws of the State of New York.

Signed and approved on March 2, 2018.

Belden Property Services, LLC Owner, Peter S. Belden

Cape Cod Village Club, Inc. President, Michael Rizza



Sole Member



Attachments:

Certificate of Liability Insurance dated January 18, 2018;
Current Amenity Schedule
Rate Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Uplstate Agency LLC 20 South St Glovers Falls NY 12801	CONTACT NAME Valene Chivis, CSR/CPIA PHONE (A/C No. Ext.) (518)730-0027 FAX (A/C No.) (518)494-4443 E-MAIL ADDRESS valene.chivis@upstateagency.com
INSURED BELDEN PROPERTY SERVICES LLC 125 DECKER HILL RD HAGUE NY 12836-2210	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Selective Insurance Company of the Southeast 39926 INSURER B Selective Insurance Co. of America 12572 INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: 18-19 Pkg AWC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL. SUBRN INSD. WVO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LMT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER		S 1840511	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & Structures) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		S 1840511	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (E & OCCUR) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PARTNER OR PARTNER EXECUTIVE OFFICER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) FAIR BENEFIT ONLY DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	AWC 7264187	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTH STABILITY <input type="checkbox"/> NY E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 151 Additional Remarks Schedule, may be attached if more space is required)
Proof of insurance for the operations of the named insured

CERTIFICATE HOLDER Cape Cod Village Club Lake Shore Drive Hague NY 12836	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Rate Schedule – CCVC & Belden Property Services Contract

Added Cost for Plumbing Changes or Additions after July 1, 2017:

Additional Bathrooms: Full Baths \$65/year, Half Baths \$32.50/year

Dishwashers: \$45/year

Ice Makers/Water Dispensers: \$45

Washing Machine: \$45/Year

Outdoor Shower: \$35/Year

Additional Sinks: \$35/Year

2nd Water System: \$85 Deep Well Pump & \$180 Jet Pump

Hot Water Tanks: \$35/Year, \$65/Year for Instant On/Tank-less Heaters

NOTE: These rates assume the plumbing was installed to pitch correctly. Cost may be more if unforeseen issues arise based on a particular appliance or fixture or how the installation was done.

Other Rates for 3-year Contract Period:

Plumbing: \$50/Hour year #1/ \$52 year #2/ \$55 year #3

Carpentry/Odd Jobs: \$38/Hour year#1/\$40 year #2/\$42 year#3 with contractor's power tools

General/Dock Labor: \$30 year #1/\$31.50 year#2 / \$32.50 year #3/Hour with contractor's hand tools

Trucking Per Load: \$150 Dump Truck

\$70 Pick

Up

Truck

Schedule of Amenities that are included in this contract as of 07/01/2017

CCVC Plumbing Details (Amenities Schedule) as of 7/01/17

Member	Ice Maker	Dishwasher	Bathroom	Washing Machine	Hot Water Tank	Hot Water Tank - Instant	Additional Sinks/Other	Outdoor Shower	2nd Well	Notes
Anderson	1	1	4	1	1		1		Jet Pump, NOT in operation	
Atiyeh - Not Draining									Deep Well	
Aziz - Not Draining									Deep Well, (Shared with Hmelovsky & Lincoln)	
Babson		1	2	1	1					
Bambach -	1	1	3	1		1			Deep Well	
Best - Not Draining									Deep Well	Full Time Residents
Borello		1	1	1	1				Deep Well	
Bratloff	1		1	1	1				Jet Pump, NOT in operation	Don't know were the well is
Brown, Marylou - Not Draining									Deep Well	Does not drain, family uses well in winter
Close			2	1	1				Deep well, NOT in operation	
Coleman	1	1	2	1	1		1		Deep Well	1 Utility Sink & Furnace Hot Water System, 2 pressure tanks
Conway	1	1	2	1	1				Deep Well, NOT in operation	
Dougherty	1	1	3	1	1		1			New House Built Winter 2016-2017. New House 3 Full Baths, dishwasher, ice maker, 2 Kitchen Sinks, washer
Feldman			1	1	1				Jet Pump, NOT in operation	Washing Machine added Fall 2016
Ginty			2		1				Deep Well	
Graham/Mann		1	2	1	1					
Haynes			1	1	1				Jet Pump	
Hartl		1	2	1	1					
Hippie		1	1	1	1					
Hmelovsky	1	1	2	1	1				Deep Well, (Shared with Aziz & Lincoln)	
Hodecker		1	2	1	1				Deep Well	
Imhoff	1		2		1				Deep Well, NOT in operation	
Keis	1	1	3	1	1					
Korot	1		2	1	1				Deep Well	
Lincoln			2	1	1				Deep Well, (Shared with Hmelovsky & Aziz)	
Lubeck			2	1	1				Jet Pump, Shallow Well	
Manley			2	1	1		1			
McEwan			2		1					
Megow - Not Draining									Deep Well	Full Time Residents - We do not Open or Close.
Ragot - Not Draining										No House
Rizza			3	1	1					Under Construction - Expect 2nd Bath operational Fall 2017
Stanford - Not Draining									Deep Well	Full Time Residents - We do not Open or Close. However we change his water filters 2x a year which I put towards the contract.
Zahm			2		1					
Contract Counts	10	13	53	22	25	1	4	\$0.00	2	
	\$45.00	\$45.00	\$65.00	\$45.00	\$35.00	\$65.00	\$25.00	\$35.00	\$85.00	
	\$450.00	\$585.00	\$3445.00	\$990.00	\$875.00	\$65.00	\$100.00	0	\$170.00	

6680

Notes:

Atiyeh - 1 - Ice Maker, 1 - Dishwasher, 2 - Bathrooms, 1 - Washing Machine, 1 - Hot Water Tank & Deep Well Pump

Aziz - 1 - Ice Maker, 1 - Dishwasher, 2 - Bathrooms, 1 - Washing Machine, 1 - Hot Water Tank & Shares Deep Well Pump with Hmelovsky & Lincoln

Based on total cost of \$6680 divided by \$50 hourly rate = 133.6 hours